

COPY

COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

JOSEPH M GROMADA M D
PLAINTIFF

-- VS --

STANDARD INSURANCE COMPANY
DEFENDANT

Use below number on
all future pleadings

No. A 0501452
SUMMONS

STANDARD INSURANCE COMPANY
900 S W FIFTH AVENUE
PORTLAND OR 97204

D-1

You are notified
that you have been named Defendant(s) in a complaint filed by

JOSEPH M GROMADA M D
551 TUSCULUM AVENUE
CINCINNATI OH 45226

Plaintiff(s)

in the Hamilton County, COMMON PLEAS CIVIL Division,
GREGORY HARTMANN, 1000 MAIN STREET ROOM 315,
CINCINNATI, OH 45202.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he/she has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Further, pursuant to Local Rule 10 of Hamilton County, you are also required to file a Notification Form to receive notice of all future hearings.

If you fail to appear and defend, judgement by default will be rendered against you for the relief demanded in the attached complaint.

Name and Address of attorney
ROBERT A PEREZ
7672 MONTGOMERY RD
CINCINNATI OH 45236

GREGORY HARTMANN
Clerk, Court of Common Pleas
Hamilton County, Ohio

By CARL B PIECZONKA

Deputy

Date: February 23, 2005



D62591956

Robert Armand Perez Sr. OH # 0008713
Trial Attorney for Plaintiffs

**COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

JOSEPH M. GROMADA, M.D.
551 Tusculum Avenue
Cincinnati, Ohio 45226

Case No.: A0501452

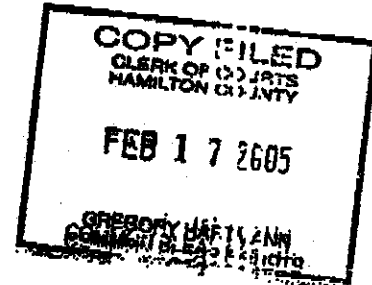
Judge

Plaintiff,

vs.

STANDARD INSURANCE COMPANY
900 S.W. Fifth Avenue
Portland, Oregon 97204

Defendant.



COMPLAINT WITH JURY DEMAND

Now comes Joseph M. Gromada, M.D., the Plaintiff in the above-captioned matter, and for his Complaint does say that:

1. This is an action brought on behalf of an insured participant Joseph M. Gromada, M.D. under a disability insurance policy underwritten and administered by Standard Insurance Company (herein "Standard"), an insurance company doing business in the State of Ohio.
2. This insurance policy was purchased by Plunkett, Thompson, Gromada, & Trent, M.D., Inc., a Sub S corporation in which the Plaintiff, Joseph M. Gromada, M.D. was a principal.
3. This policy of insurance provides for disability benefits to Joseph M. Gromada, M.D., and the Standard Insurance Company has determined Dr. Gromada to be disabled because

- he cannot perform his occupation, and this is the definition of disability under the policy.
4. Standard has determined Joseph M. Gromada, M.D. to be disabled and qualified for disability payments.
 5. The Defendant Standard, as the insurer and underwriter of this policy, has an obligation to pay benefits as defined under the terms of the policy, and it has failed to pay the Plaintiff Joseph M. Gromada, M.D. the monthly benefits due him under the terms and conditions of the policy, paid him less than contractually obligated and has continuously refused to pay the amount that he is due under the contract.
 6. Joseph M. Gromada, M.D., as a principal of the Sub S corporation, Plunkett, Thompson, Gromada, & Trent, M.D., Inc. has personal knowledge of the purchase of this group insurance program.
 7. Joseph M. Gromada, M.D. made all of the premium contributions to this disability policy with after-tax dollars himself, and the Sub S corporation Plunkett, Thompson, Gromada, & Trent, M.D., Inc. made none of the payments on the policy's premiums.
 8. The participation in this group insurance policy was completely voluntary for the insureds of Plunkett, Thompson, Gromada, & Trent, M.D., Inc.
 9. The sole function of Plunkett, Thompson, Gromada, & Trent, M.D., Inc. with respect to this insurance policy was to endorse it and to permit the insurer, Standard, to collect premiums with the assistance of Plunkett, Thompson, Gromada, & Trent, M.D., Inc.
 10. Plunkett, Thompson, Gromada, & Trent, M.D., Inc., the former employer of Joseph M. Gromada, M.D., received no consideration in the form of cash or otherwise in connection with this program, therefore qualifying the insurance program under the Safe Harbor

regulations and excluding this group policy from ERISA, as set forth in the regulations 29 C.F.R. Section 2510.3-1(j).

11. The Plaintiff Joseph M. Gromada, M.D. has standing to bring this matter as the insured under this group policy.
12. The Defendant Standard has never provided Joseph M. Gromada, M.D. with a certified copy of the insurance policy, and therefore the Plaintiff cannot attach the insurance policy as required by Ohio Civ. R. 10.

WHEREFORE Plaintiff Joseph M. Gromada, M.D. respectfully requests that the Court:

- A. Interpret the terms and conditions of the policy and the amount of monthly payments due;
- B. Grant Plaintiff judgment declaring that Standard has breached the terms of its Contract;
- C. Award the Plaintiff damages for the underpayments of the past monthly amounts that were due and payable from the Defendant;
- D. Enjoin the Defendant Standard from wrongfully mis-paying the amount due on a monthly basis to the Plaintiff, until the Defendant obtains an Order from this Court to discontinue;
- E. Award Plaintiff compensatory damages in an amount that is not yet ascertainable, to be determined by a trier of fact against Standard;
- F. Grant Plaintiff his cost and expenses for securing his rights against Prudential;
- G. Award any and all such other and further relief as this Court may deem just.

Dated: February 16, 2005, Cincinnati, Ohio.

Respectfully submitted,

The Perez Law Firm Co., L.P.A.

By: 

Robert Armand Perez, Sr. OH 0009713
Trial Attorney for Plaintiff Joseph M. Gromada, M.D.
7672 Montgomery Road, #378
Cincinnati, Ohio 45236-4204
(513) 891-8777 - telephone
(513) 891-0317 - telefax

JURY DEMAND

The Plaintiff Joseph M. Gromada, M.D. demands a trial by jury on all aspects of his
Complaint.

By: 

Robert Armand Perez, Sr.